

A. G. Contract No.KR89-1835-TRD
ECS File: JPA-89-96
Tempe: C89-200
Project: IR-10-3(315)/H2036 01C
Section: 44th ST -Superstition TI
I-10 Storm Drain

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF TEMPE

THIS AGREEMENT is entered into April 27, 1990,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
CITY OF TEMPE, acting by and through its City Council (the
"City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The City is empowered by Arizona Revised Statutes
Section 48-572 and City Charter Section 103 to enter into this
agreement and has by resolution, a copy of which is attached
hereto and made a part hereof, resolved to enter into this
agreement and has authorized the undersigned to execute this
agreement on behalf of the City.

3. Incident to certain improvements to the 44th Street -
Superstition traffic interchange on I-10, City has requested,
and State has agreed, to the installation of a 90" storm drain.

4. In addition to the City's 90" storm drain
installation, it is necessary to relocate a 30" irrigation
facility, which is currently being processed through utility
agreement, No.1449-90-SRPI with the State and Salt River
Project, at the City's expense.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:

NO.	<u>14688</u>
FILED WITH SECRETARY OF STATE	
Date Filed	<u>4/27/90</u>
	<u>Jim Sheerow</u> Secretary of State
By	<u>V. Greenwell</u>

II. SCOPE OF WORK

1. State will:

a. Review design documents furnished by City and provide comments as appropriate. Incorporate City's design of the 90" storm drain in State plans as shown on Exhibit "A", attached hereto and made a part hereof.

b. Incorporate utility plans and provisions of the 30" irrigation facility to the construction plans as shown on Exhibit "D", attached hereto and made a part hereof.

c. Call for bids and award one or more construction contracts for the project.

d. Invoice City for actual cost of the storm drain project estimated at \$202,400, as shown on Exhibit "B", attached hereto and made a part hereof, plus 15% engineering and administrative costs.

e. Invoice City for actual cost of the 30" irrigation facility relocation and engineering as shown on Exhibit "C", attached hereto and made a part hereof.

2. City will:

a. Provide to State, design and engineering documents as required for inclusion in State plans, which will provide for construction of the 90" storm drain at 48th Street. Engineering documents are to include plan sheets, any special provisions and material specifications.

b. Provide to State, design and engineering documents to allow for a minor alignment change needed in the storm drain alignment between station 74+68 and 78+20 to permit construction of a detour allowing ramp construction procedures and the open cut required through the ramp. Detour plans are to include plan sheets, any special provisions and material specifications.

c. Reimburse State actual cost of the storm drain, relocation of 30" irrigation facility including engineering and administrative costs and change orders. Total cost of the project estimated at \$300,000.

d. Bear any contractor claims for extra compensation attributable to City by State.

e. Maintain storm drain after construction and acceptance.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518(B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Engineering Consultants Services
205 South 17 Avenue, Room 118E
Phoenix, AZ 85007

City of Tempe
Attn: Mr. Lee Quaas, City Engineer
31 E. Fifth Street
Tempe, AZ 85281

7. Attached hereto and incorporated herein is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement
the day and year first above written.

CITY OF TEMPE

STATE OF ARIZONA

Department of Transportation

By Harry E. Mitchell

Mayor
Title

By Robert P. Mickelson

ROBERT P. MICKELSON
Deputy State Engineer

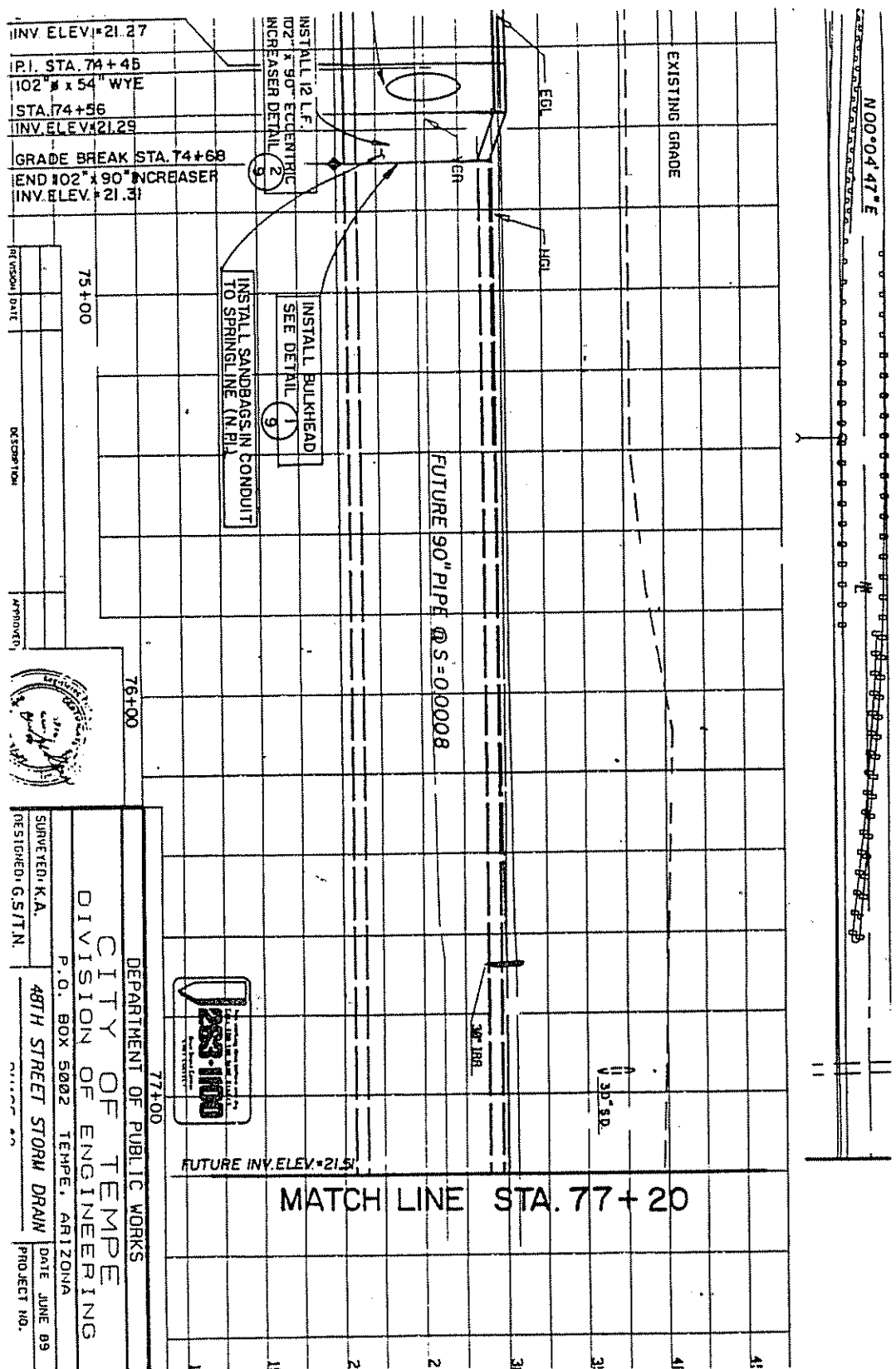
By Helen R. Fowler

City Clerk
Title

By David R. Meskel

City Attorney
Title

2023j
13FEB



DEPARTMENT OF PUBLIC WORKS	
CITY OF TEMPE	
DIVISION OF ENGINEERING	
P.O. BOX 5002 TEMPE, ARIZONA	
SURVEYED: K.A.	DATE: JUNE 09
DESIGNED: G.S/T/N	PROJECT NO.



TH STREET

ROAD

STA. 74+68 INSTALL
BULKHEAD SEE DETAIL

FUTURE 90" DIA. PIPE

STA 74+68
END PIPE

RAAMP TO REMAIN OPEN TRAFFIC
PROTECT WORK FROM

LOCATED (N.P.I.)

EXIST, 42, IAR

30' LRR

38- S.D.

B.M. 821A

IRR. BOX

MATCH LINE STA. 77+20

CAUTION: PROTECT 30" S.D.

20°04'47"E

1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100. 101. 102. 103. 104. 105. 106. 107. 108. 109. 110. 111. 112. 113. 114. 115. 116. 117. 118. 119. 120. 121. 122. 123. 124. 125. 126. 127. 128. 129. 130. 131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143. 144. 145. 146. 147. 148. 149. 150. 151. 152. 153. 154. 155. 156. 157. 158. 159. 160. 161. 162. 163. 164. 165. 166. 167. 168. 169. 170. 171. 172. 173. 174. 175. 176. 177. 178. 179. 180. 181. 182. 183. 184. 185. 186. 187. 188. 189. 190. 191. 192. 193. 194. 195. 196. 197. 198. 199. 200. 201. 202. 203. 204. 205. 206. 207. 208. 209. 210. 211. 212. 213. 214. 215. 216. 217. 218. 219. 220. 221. 222. 223. 224. 225. 226. 227. 228. 229. 230. 231. 232. 233. 234. 235. 236. 237. 238. 239. 240. 241. 242. 243. 244. 245. 246. 247. 248. 249. 250. 251. 252. 253. 254. 255. 256. 257. 258. 259. 260. 261. 262. 263. 264. 265. 266. 267. 268. 269. 270. 271. 272. 273. 274. 275. 276. 277. 278. 279. 280. 281. 282. 283. 284. 285. 286. 287. 288. 289. 290. 291. 292. 293. 294. 295. 296. 297. 298. 299. 300. 301. 302. 303. 304. 305. 306. 307. 308. 309. 310. 311. 312. 313. 314. 315. 316. 317. 318. 319. 320. 321. 322. 323. 324. 325. 326. 327. 328. 329. 330. 331. 332. 333. 334. 335. 336. 337. 338. 339. 340. 341. 342. 343. 344. 345. 346. 347. 348. 349. 350. 351. 352. 353. 354. 355. 356. 357. 358. 359. 360. 361. 362. 363. 364. 365. 366. 367. 368. 369. 370. 371. 372. 373. 374. 375. 376. 377. 378. 379. 380. 381. 382. 383. 384. 385. 386. 387. 388. 389. 390. 391. 392. 393. 394. 395. 396. 397. 398. 399. 400. 401. 402. 403. 404. 405. 406. 407. 408. 409. 410. 411. 412. 413. 414. 415. 416. 417. 418. 419. 420. 421. 422. 423. 424. 425. 426. 427. 428. 429. 430. 431. 432. 433. 434. 435. 436. 437. 438. 439. 440. 441. 442. 443. 444. 445. 446. 447. 448. 449. 450. 451. 452. 453. 454. 455. 456. 457. 458. 459. 460. 461. 462. 463. 464. 465. 466. 467. 468. 469. 470. 471. 472. 473. 474. 475. 476. 477. 478. 479. 480. 481. 482. 483. 484. 485. 486. 487. 488. 489. 490. 491. 492. 493. 494. 495. 496. 497. 498. 499. 500. 501. 502. 503. 504. 505. 506. 507. 508. 509. 510. 511. 512. 513. 514. 515. 516. 517. 518. 519. 520. 521. 522. 523. 524. 525. 526. 527. 528. 529. 530. 531. 532. 533. 534. 535. 536. 537. 538. 539. 540. 541. 542. 543. 544. 545. 546. 547. 548. 549. 550. 551. 552. 553. 554. 555. 556. 557. 558. 559. 560. 561. 562. 563. 564. 565. 566. 567. 568. 569. 570. 571. 572. 573. 574. 575. 576. 577. 578. 579. 580. 581. 582. 583. 584. 585. 586. 587. 588. 589. 590. 591. 592. 593. 594. 595. 596. 597. 598. 599. 600. 601. 602. 603. 604. 605. 606. 607. 608. 609. 610. 611. 612. 613. 614. 615. 616. 617. 618. 619. 620. 621. 622. 623. 624. 625. 626. 627. 628. 629. 630. 631. 632. 633. 634. 635. 636. 637. 638. 639. 640. 641. 642. 643. 644. 645. 646. 647. 648. 649. 650. 651. 652. 653. 654. 655. 656. 657. 658. 659. 660. 661. 662. 663. 664. 665. 666. 667. 668. 669. 670. 671. 672. 673. 674. 675. 676. 677. 678. 679. 680. 681. 682. 683. 684. 685. 686. 687. 688. 689. 690. 691. 692. 693. 694. 695. 696. 697. 698. 699. 700. 701. 702. 703. 704. 705. 706. 707. 708. 709. 710. 711. 712. 713. 714. 715. 716. 717. 718. 719. 720. 721. 722. 723. 724. 725. 726. 727. 728. 729. 730. 731. 732. 733. 734. 735. 736. 737. 738. 739. 740. 741. 742. 743. 744. 745. 746. 747. 748. 749. 750. 751. 752. 753. 754. 755. 756. 757. 758. 759. 760. 761. 762. 763. 764. 765. 766. 767. 768. 769. 770. 771. 772. 773. 774. 775. 776. 777. 778. 779. 780. 781. 782. 783. 784. 785. 786. 787. 788. 789. 790. 791. 792. 793. 794. 795. 796. 797. 798. 799. 800. 801. 802. 803. 804. 805. 806. 807. 808. 809. 810. 811. 812. 813. 814. 815. 816. 817. 818. 819. 820. 821. 822. 823. 824. 825. 826. 827. 828. 829. 830. 831. 832. 833. 834. 835. 836. 837. 838. 839. 840. 84

EXHIBIT "B"

CITY OF TEMPE PROJECT NO. 84072C
48TH STREET STORM DRAINSUMMARY OF QUANTITIES
AND
CONSTRUCTION COST ESTIMATE

| ITEM NO. | DESCRIPTION | UNITS | QUANTITY | UNIT COST | TOTAL |
|-----------------------------------|---|-------|----------|-----------|------------------|
| 1 | Furnish and install 90" RCP storm drain, Class III | L.F. | 653 | 300.00 | \$195,900 |
| 2 | Furnish and install pipe collar for 90" pipe, Standard Detail UC-04 | EACH | 4 | 600.00 | 2,400 |
| 3 | Remove existing temporary bulkheads and sandbags | EACH | 4 | 150.00 | 600 |
| 4 | Reinstall temporary bulkheads during construction | JOB | 1 | 500.00 | 500 |
| 5 | Temporary pipe supports, Standard Detail UC-61 | EACH | 2 | 1,500.00 | <u>3,000</u> |
| TOTAL ESTIMATED CONSTRUCTION COST | | | | | <u>\$202,400</u> |

EXHIBIT "C"

CONSTRUCTION PROJECT ESTIMATE

Engn J.O.: RD-81418 Designer: K. INGLETS Ext: 3278 Original Estimate Date: 10-Jan-90
 Coordinates: 19.0E - 2.25N Current Estimate Date: 15-Jan-90
 Section: 20 ; T1N ; R4E Estimator: R. HAAS

Customer/Job Title: CITY OF TEMPE STORM DRAIN - 48TH STREET

*** PIPELINE CONSTRUCTION COST ESTIMATE ***

| ITEM & UNIT | | # OF
UNITS | LABOR | MATL | PIPE | TRANS | OTHER | CONT | LABOR
O. H. | TOTAL |
|----------------|----|---------------|-------|-------|-------|-------|-------|------|----------------|----------|
| 24" RGRCP | LF | 95 | 762 | 524 | 1246 | 380 | 0 | 0 | 529 | 3441 |
| 54" RGRCP | LF | 36 | 460 | 387 | 1894 | 306 | 0 | 0 | 320 | 3367 |
| ROADWAY SLURRY | CY | 10 | 16 | 320 | 0 | 25 | 0 | 0 | 11 | 372 |
| ABC FILL | CY | 10 | 16 | 93 | 0 | 0 | 0 | 0 | 11 | 120 |
| SPOILHAUL | CY | 70 | 222 | 0 | 0 | 175 | 0 | 0 | 154 | 551 |
| PIPE COLLAR | EA | 4 | 254 | 1400 | 0 | 80 | 0 | 0 | 176 | 1910 |
| PIPE PLUG | EA | 2 | 63 | 150 | 0 | 40 | 0 | 0 | 44 | 297 |
| TRFC CONTRL | LF | 1000 | 190 | 750 | 0 | 0 | 0 | 0 | 132 | 1072 |
| DUST CONTRL | LF | 100 | 95 | 0 | 0 | 50 | 0 | 0 | 66 | 211 |
| UTLY CONFLICT | EA | 3 | 32 | 0 | 0 | 300 | 0 | 0 | 22 | 354 |
| BLUE STAKE | LS | 1 | 86 | 0 | 0 | 30 | 0 | 0 | 51 | 167 |
| PATROLMAN | HR | 30 | 0 | 0 | 0 | 0 | 0 | 540 | 0 | 540 |
| J-JOB | EA | 1 | 0 | 0 | 0 | 0 | 50 | 0 | 0 | 50 |
| SHORING | LS | 1 | 0 | 0 | 0 | 0 | 500 | 0 | 0 | 500 |
| STP PLATE | EA | 6 | 0 | 0 | 0 | 0 | 0 | 336 | 0 | 336 |
| SUPERY | LS | 1 | 480 | 0 | 0 | 80 | 0 | 0 | 265 | 825 |
| SUB TOTALS | | | 2,676 | 3,624 | 3,140 | 1,466 | 550 | 876 | 1,781 | \$14,113 |

*** REMOVAL ITEMS COST ESTIMATE ***

| ITEM & UNIT | | # OF
UNITS | LABOR | MATL | PIPE | TRANS | OTHER | CONT | LABOR
O. H. | TOTAL |
|-----------------|----|---------------|-------|------|------|-------|-------|------|----------------|-------|
| RC PIPE | LF | 100 | 317 | 0 | 0 | 225 | 0 | 0 | 221 | 763 |
| FENCE R&R | LF | 50 | 238 | 0 | 0 | 25 | 0 | 0 | 165 | 428 |
| GUARD RAIL | LF | 50 | 127 | 0 | 0 | 13 | 0 | 0 | 88 | 228 |
| RADIAL GATE STR | EA | 1 | 571 | 0 | 0 | 300 | 380 | 0 | 397 | 1648 |
| SUB TOTALS | | | 1,253 | 0 | 0 | 563 | 380 | 0 | 871 | 3,067 |

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\$17,180

EXHIBIT "C" (con't)

ENGINEERING COST ESTIMATE

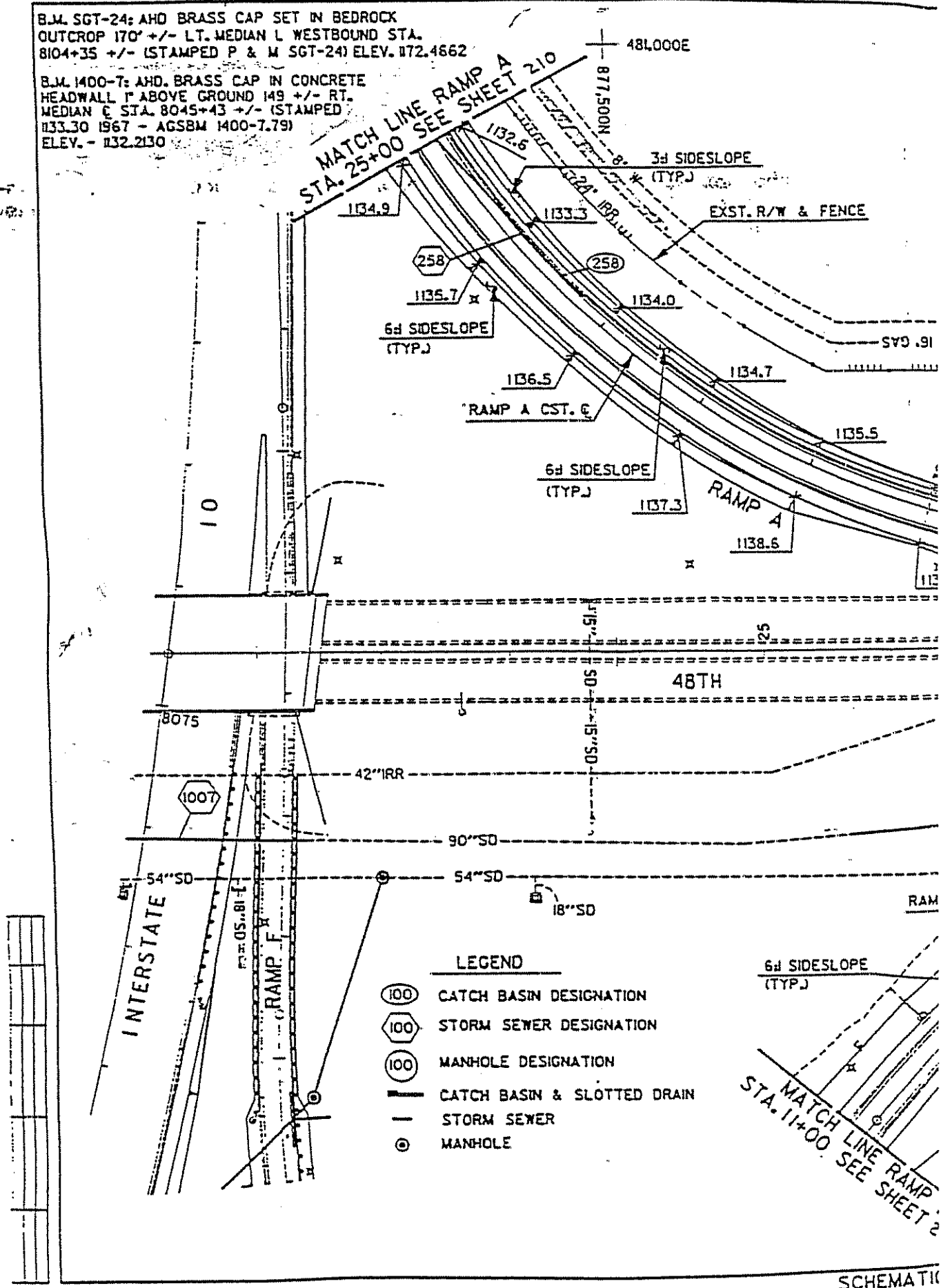
FILE: RD-81418

| | <u>LABOR</u> | <u>MATERIALS</u> | <u>TRANSPORTATION</u> | <u>CONTRACT</u> | <u>OVERHEAD</u> | <u>TOTAL</u> |
|----------------------------|--------------|------------------|-----------------------|-----------------|-----------------|--------------|
| Design | \$1,483 | \$ -- | \$ 8 | \$ -- | \$2,555 | \$ 4,046 |
| Redesign | 750 | -- | 10 | 75 | 1,600 | 2,435 |
| Construction | 869 | -- | 50 | 34 | 1,570 | 2,523 |
| ADMINISTRATION AND GENERAL | | | | | | <u>1,486</u> |
| TOTAL | | | | | | \$10,490 |

Contract #81-41
1/29/90

B.M. SGT-24: AHD BRASS CAP SET IN BEDROCK
 OUTCROP 170' +/- LT. MEDIAN L WESTBOUND STA.
 8104+35 +/- (STAMPED P & M SGT-24) ELEV. 1172.4662

B.M. 1400-7: AHD BRASS CAP IN CONCRETE
 HEADWALL 1' ABOVE GROUND 149 +/- RT.
 MEDIAN C STA. 8045+43 +/- (STAMPED
 1133.30 1967 - AGSBM 1400-7.79)
 ELEV. - 1132.2130



| | | | |
|------------------|-------|-------------|--------|
| FALL
RELATION | STATE | PROJECT NO. | DATE |
| 9 | MA | 1-10-3(309) | 2/2/52 |
| OIO MA 152 | | | |

SEP 19 6 20

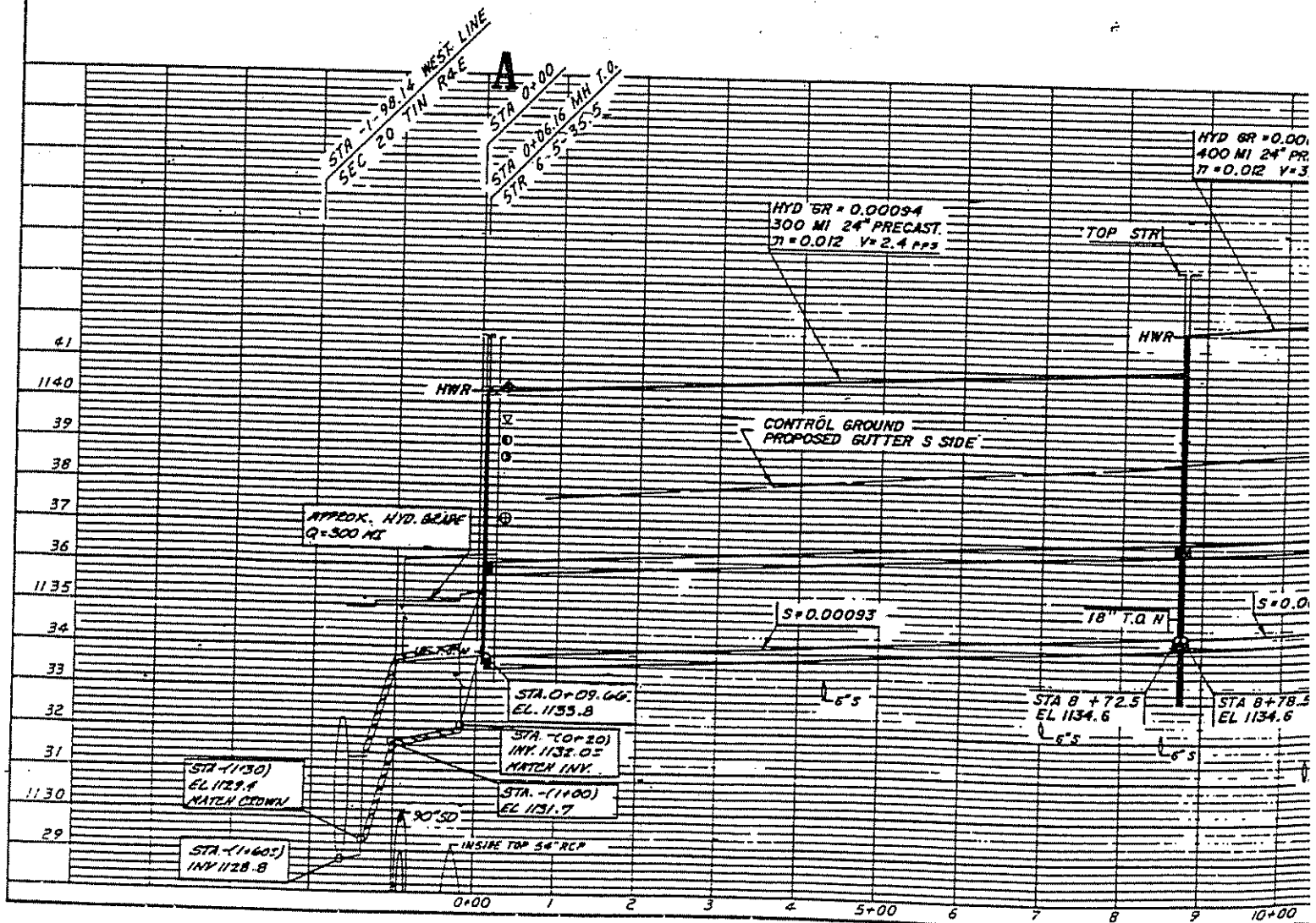
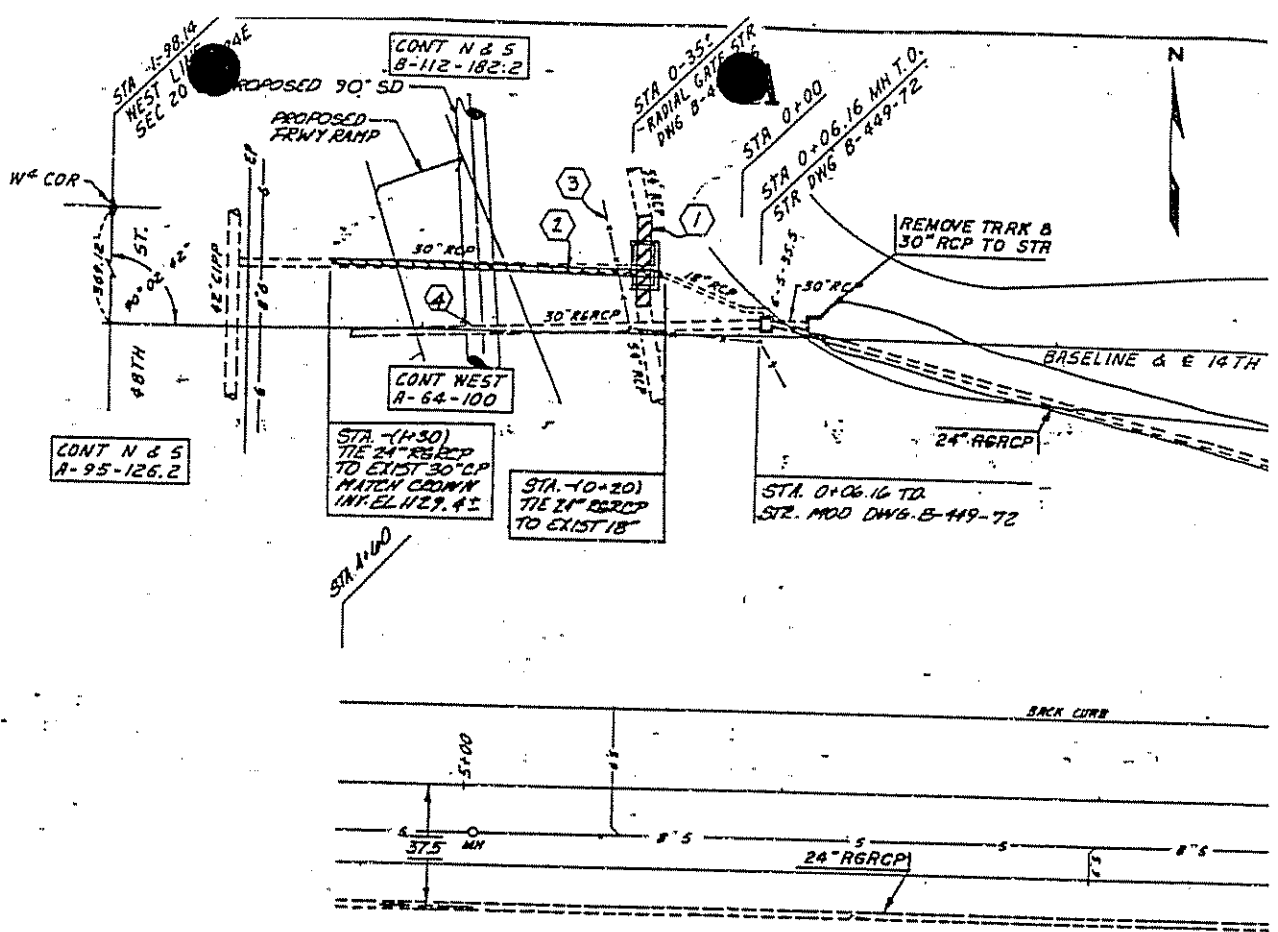
1. 4. E.

THE INFORMATION SHOWN ON THIS SHEET CONCERNING THE TYPE OF THE
FEATURES IS NOT REPRESENTED TO BE ACCURATE DO NOT SCALE
THESE FEATURES FOR DETERMINING THEIR LOCATION IN THE
FIELD OR TO LOCATE NEW CONSTRUCTION ITEMS. ALL EXISTING
CONTRACTOR SHALL BE RESPONSIBLE FOR ALL
CONSTRUCTION SHALL BE BASED ON THE
EXISTING CONDITIONS OF THE
SPELIFIED.

THE INFORMATION ON THESE DRAWINGS CONCERNING THE TYPE OF THE
SIZE AND LOCATION OF UTILITIES HAS BEEN SHOWN BASED ON THE
BEST INFORMATION AVAILABLE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL
SPONSOR FOR THE DETERMINATION OF EXISTING CONDITIONS OF THE
EXISTING UTILITY FACILITIES PRIOR TO CONSTRUCTION. ALL EXISTING
THE CONTRACTOR'S RESPONSIBILITY TO PROTECT ALL EXISTING
UTILITIES IN PLACE UNLESS OTHERWISE NOTED OR SPECIFIED.

STREET

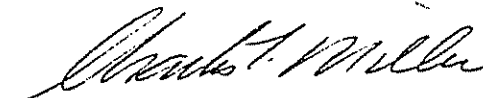
ARIZONA DEPARTMENT OF TRANSPORTATION
HIGHWAYS DIVISION
DRAINAGE PLAN
RAMPS A & B
44TH ST. - SUPERSTITION T.J.



RESOLUTION

BE IT RESOLVED on this 29th day of June 1989, that I, CHARLES L. MILLER, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Tempe for the purpose constructing a 48" storm sewer incident to the I-10 44th Street and Superstition traffic interchange.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.



CHARLES L. MILLER, Director
Arizona Department of
Transportation

RESOLUTION NO. 89.76

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF
THE CITY OF TEMPE, ARIZONA, AUTHORIZING THE EXECU-
TION OF AN AGREEMENT WITH THE STATE OF ARIZONA,
DEPARTMENT OF TRANSPORTATION

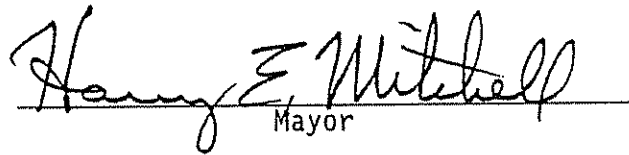
WHEREAS, the City of Tempe is desirous of constructing a 90" storm
sewer across the I-10 Freeway at 48th Street and

WHEREAS, the State of Arizona acting through its Department of Trans-
portation is in agreement to bid and construct said storm sewer estimated at
\$300,000 with reimbursement from the City of Tempe.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL of the
City of Tempe, Arizona as follows:

That the Mayor of the City of Tempe, hereby be authorized to execute
an agreement with the State of Arizona, Department of Transportation setting
forth the terms and conditions for the installation of a storm sewer on 48th
Street across the I-10 Freeway.

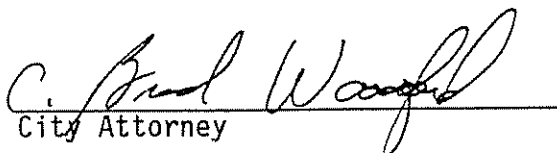
PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF
TEMPE, STATE OF ARIZONA, this 21st day of September, 1989.


Mayor

ATTEST:


City Clerk

APPROVED AS TO FORM:


City Attorney

I, Helen R. Fowler, the duly appointed
City Clerk of the City of Tempe, Maricopa
County, Arizona, do hereby certify the
above to be a true and exact copy of
Res. Number 89.76, passed and adopted at
the Regular Council Meeting of Sept.
21, 1989, by the Tempe City Council,
Tempe, Arizona.

DATED this 2nd day of March, 1990.


Helen R. Fowler, CMC
City Clerk

APPROVAL OF CITY ATTORNEY

I have reviewed the proposed Intergovernmental Agreement between the Department of Transportation, Highways Division, and the City of Tempe, and declare this agreement to be in proper form and within the powers and authority granted under the Laws of the State of Arizona.

DATED THIS 30th day of March, 1990.

C. Paul Woodford
City Attorney



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert K. Corbin

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. HR99-1835-TRD, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 23rd day of April, 1990.

ROBERT K. CORBIN
Attorney General

A handwritten signature in cursive script, reading "James R. Pappas", is written over a horizontal line.

Assistant Attorney General
Transportation Division